



PERIODIC REVIEW

**Western Parcel Express,
aka Air Delta Express
Facility Site ID#: 39352815**

**525 South Front Street,
Seattle, Washington**

Northwest Region Office

TOXICS CLEANUP PROGRAM

April 2010

1.0 INTRODUCTION.....	1
2.0 SUMMARY OF SITE CONDITIONS	2
2.1 Site Description and History	2
2.2 Site Investigations and Sample Results	2
2.3 Cleanup Actions	2
2.4 Cleanup Levels.....	5
2.5 Restrictive Covenant.....	5
3.0 PERIODIC REVIEW.....	7
3.1 Effectiveness of completed cleanup actions	7
3.2 New scientific information for individual hazardous substances for mixtures present at the Site	7
3.3 New applicable state and federal laws for hazardous substances present at the Site	7
3.4 Current and projected Site use	8
3.5 Availability and practicability of higher preference technologies	8
3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels	8
4.0 CONCLUSIONS.....	9
4.1 Next Review.....	9
5.0 REFERENCES.....	10
6.0 APPENDICES.....	11
6.1 Vicinity Map	12
6.2 Site Plan	13
6.3 TPH-GW Concentration Map	14
6.4 Environmental Covenant	15
6.5 Photo log	20

1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup Site conditions and monitoring data to ensure that human health and the environment are being protected at the Western Parcel Express (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The cleanup actions resulted in concentrations of petroleum hydrocarbons and carcinogenic polyaromatic hydrocarbons remaining at the Site which exceed MTCA cleanup levels. The MTCA cleanup levels for soil are established under WAC 173-340-740. The MTCA cleanup levels for groundwater are established under WAC 173-340-720. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a Site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion;
- (d) and one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using Site-specific information would significantly increase the concentration of hazardous substances remaining at the Site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the Site;
- (b) New scientific information for individual hazardous substances of mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The Department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site Description and History

The Site, which includes a commercial building and parking area, is located within an industrial area of Seattle. The Site was previously occupied by Western Parcel Express and Air Delta Express. The building is now a floral distribution business, Northwest Wholesale Florists. During their occupancy, Western Parcel Express installed and operated one approximately 6,000 gallon gasoline underground storage tank (UST) and one approximately 10,000 gallon diesel UST, both used for refueling the vehicle fleet, and an oil/water separator. Ecology UST data files list for this Site two coated steel tanks, both between 5,000 and 9,999 gallons in size, installed on 13 May 1988. The UST data files also state that one tank stored diesel and one unleaded gasoline.

The groundwater flow direction for the area is generally to the north toward a historical riverbed as documented on a May 1929 Sanborn Fire Insurance. The upper groundwater bearing zone appears to be comprised of silty sands to sands.

2.2 Site Investigations and Sample Results

Northwest Construction General Contracting, Inc. (Northwest), under contract to Western Parcel Express, removed the two USTs, the oil/water separator, fuel pumps, and associated piping in March of 1999. Northwest reported the USTs were “newer”, and “a gasoline release to soil was discovered at the west, fill riser end of the gasoline tank”. They also reported 326 tons of contaminated soil and 1,500 gallons of contaminated groundwater from the excavation were disposed of off-Site.

During these activities, Northwest collected six grab soil samples from the sidewalls of the excavation (S-1, S-2, S-3, S-5, S-6, and S-7) and one from the bottom of the excavation (S-4). In addition, ATC Associates (ATC), under contract with Bay West Seattle, LLP., collected three grab soil samples from the sidewalls of the excavation (ATC-1 through ATC-3). No contamination was detected in soil samples collected from the eastern, western, and northern sidewalls, nor from the bottom of the excavation. However, fuel hydrocarbon contamination was detected in soil samples from the entire length of the southern sidewall.

ATC Associates drilled and installed three groundwater monitoring wells in February 2000 (MW-1 through MW-3). MW-1 was drilled through the excavation backfill, MW-2 was placed generally east of the excavation, and MW-3 was located to the south of the excavation and inside the existing building. Both MW-2 and MW-3 are located in close proximity to the former tank excavation (approximately 15 to 20 feet). No contamination was detected in the soil samples from the borings for wells MW-2 or MW-3. Low concentrations of benzene, toluene, ethylbenzene, and xylenes (BTEX), total petroleum hydrocarbons (TPH) as gasoline, TPH as diesel, and TPH as oil were detected in MW-1 16.5 feet below ground surface (bgs). TPH as diesel and TPH as oil were also documented in MW-1 soil samples at depths of 5.5 and 10.5 feet

bgs. Total carcinogenic polyaromatic hydrocarbons (cPAHs) were detected in soil at 7.36 milligrams per kilogram (mg/kg) at 5.5 feet and 12.45 mg/kg at 16.5 feet in the MW-1 boring. Apparently, these compounds were not tested for in any other soil or groundwater samples.

Groundwater samples from these wells exhibited contamination above the MTCA Method A criteria for petroleum related compounds. Well MW-1, located through the former tank excavation backfill, exceeded the MTCA Method A criteria for all BTEX compounds, as well as TPH as gasoline and TPH as diesel. Detections from wells MW-2 and MW-3 exceeded the MTCA Method A criteria for benzene, while MW-2 also exceeded the criteria for xylenes.

As documented by Northwest Construction and ATC, the lateral extent of soil contamination to the north, east, and west had been excavated and removed from the Site during the March 1999 tank removal. At that time, however, the lateral extent of contamination to the south was not removed due to the presence of an existing building occupied by Western Parcel Express. In February 2000, ATC placed one boring (MW-3) in the building and found no signs of soil contamination. In order to confirm the lack of soil contamination to the south and beneath the building, Treadwell & Rollo planned to push probe and sample two additional locations within the building, to the east and west of MW-3.

Fuel hydrocarbon contamination was found in groundwater samples at all three wells, MW-1 through MW-3. To define the extent of the groundwater plume, in addition to sampling MW-1 through MW-3, Treadwell & Rollo planned to push probe and collect grab groundwater samples from 11 additional locations in the vicinity of the USTs. Transglobal Environmental Geosciences Northwest, Inc. (TEG) of Lacey, Washington, push probed 11 locations (TR-1 through TR-11) on 4 May 2000, under the direction of Treadwell & Rollo. The locations were probed using Strataprobe equipment (truck mounted, hydraulic direct push unit equipped with a vibratory hammer) to a maximum depth of 10 feet, but usually less. To minimize the potential for cross contamination, all down-hole equipment was steam cleaned prior to use and between uses. At the on-Site laboratory, soil and groundwater samples were analyzed for:

- TPH as diesel and TPH as oil using NWTPH-Dx/Dx extended;
- TPH as gasoline using NWTPH-Gx; and
- BTEX using EPA Method 8021B.

Depths to water measurements were recorded on 4 May 2000 for monitoring wells MW-1 through MW-3. The current groundwater elevation isopleths indicate the groundwater flow direction is generally to the north northeast at an approximate gradient of 0.0091 feet per foot. Later isopleths revealed a northwesterly flow.

Soil samples were collected from probes TR-1 and TR-2, south of the excavation and inside the existing building to further delineate the extent of the remaining soil contamination to the south of the tank excavation. One sample from each probe was collected from the water table interface and submitted for analysis.

One grab groundwater sample was collected from each of the 11 soil push probe locations, TR-1 through TR-11 and submitted to the on-Site laboratory for analysis. Samples were collected through the Strataprobe® equipment by partially withdrawing the outer drive casing and placing 1/4-inch outside diameter tubing connected to a sampling tip down the hollow center. A peristaltic pump was used to draw the groundwater sample through the sampling tip which is packed with clean #30 silica sand.

Prior to groundwater sampling of the three monitoring wells, the wells were purged of 2-1/2 to 3 gallons of water. No free-phase product was detected in any of the wells. After purging, groundwater samples from each well were obtained for analysis using a clean disposable bailer. Two soil samples, 11 grab groundwater samples, and three groundwater samples were submitted to TEG's mobile laboratory for analysis. The results of the soil analyses for TPH as gasoline, TPH as diesel, TPH as oil, and BTEX were all below detection limits in the samples collected. Grab groundwater samples from three of the 11 locations (TR-4, TR-6, and TR-8) exhibited concentrations above the detection limit for some of the constituents and only TR-4 had detection concentrations above the MTCA Method A criteria. Benzene was detected in the sample from TR-4 at 51 micrograms per liter (ug/L), toluene was detected in the samples from TR-4 and TR-8 at 1.6 and 3.1 ug/L, respectively, and xylenes were detected in the samples from TR-4 and TR-8 at 57 and 2.4 ug/L, respectively. TPH as gasoline was detected in only one grab groundwater sample, TR-6, at a concentration of 370 ug/L. TPH as diesel and TPH as oil were not detected in any grab groundwater samples. These push probe samples were only into the upper part of the groundwater and may have missed dissolved petroleum product at depths bgs related to UST bottoms.

TPH as gasoline constituents were detected in samples collected from all three monitoring wells, although the only detection in MW-2 was xylenes at 3.1 ug/L. Concentrations in wells MW-1 and MW-3 were 7,000 and 320 ug/L for TPH as gasoline, 28 and 150 ug/L for benzene, 1,300 and 1.9 ug/L for toluene, 190 and 54 ug/L for ethylbenzene, and 1,200 and 53 ug/L for xylenes, respectively. A duplicate analysis was performed on the sample from well MW-3. TPH as gasoline was detected at a concentration of 380 ug/L, benzene at 140 ug/L, toluene at 1.8 ug/L, ethylbenzene at 51 ug/L, and xylenes at 50 ug/L. These results are consistent with the results of the prior run of this sample. TPH as diesel and TPH as oil were not detected in any groundwater samples from the monitoring wells.

2.3 Cleanup Actions

During the removal of the two USTs and oil/water separator in March 1999, soil on the eastern, western, and northern sidewalls of the excavation were over excavated to remove 326 tons of contaminated soil. Contaminated soil was left in place to the south of the excavation because the area was inaccessible to construction excavating equipment due to the potential for damage to the commercial building.

It was suggested by the consultants that the extent of the contamination was defined and no additional soil investigation was warranted based on the analytical results of soil samples collected during the investigations and the low levels of contamination in the groundwater.

Groundwater contamination above the MTCA Method A criteria has been detected at four locations (MW- 1 through MW-3 and TR-4), all within close proximity to the former UST location. Concentrations of both benzene and xylenes have decreased in well MW-2, bringing all detections at this well to levels below the MTCA Method A criteria. Groundwater concentrations in the grab sample locations (TR-1 through TR-11) were below the MTCA Method A criteria with the exception of the sample at TR-4, which showed concentrations of benzene and xylenes above the criteria.

Ecology issued a 'No Further Action' (NFA) letter February 5, 2002 after a restrictive covenant was recorded for the property with the county; however, the NFA letter also required an additional monitoring well and four consecutive quarters of additional groundwater monitoring. These additional requirements were completed, but MW-1 and MW-3 were still showing groundwater contamination not meeting standards. The NFA letter was left in effect, so, even though no specific analysis of a conditional point of compliance for groundwater can be found in the Ecology cleanup file, it must be assumed that one was part of the remedy. Unfortunately, this Periodic Review finds some unanswered questions which cast the protectiveness for the environment (groundwater) into doubt:

- the groundwater flow direction changed due to information obtained after MW-4 was placed, and there was no monitoring well in the northwesterly down gradient direction;
- push probe sampling is not valid for confirmation of cleanup, not being properly constructed monitoring wells, and the depth of the push probe was not sufficient to equal a UST bottom depth;
- a full six months separated two of the required quarterly groundwater sampling events;
- cPAHs not meeting standards were detected in two soil samples when MW-1 was drilled, but no other soil or groundwater samples were tested for this hazardous substance.

2.4 Cleanup Levels

MTCA Method A was used to set cleanup levels at the points of compliance.

2.5 Restrictive Covenant

Based on the Site use, surface cover and cleanup levels, it was determined that the Site was eligible for a 'No Further Action' determination if a Restrictive Covenant was recorded for the property. A Restrictive Covenant was recorded for the Site in 2002 which imposed the following limitations:

Section 1. No groundwater may be taken for any use from the Property.

Section 2. A portion of the Property contains petroleum hydrocarbon contaminated soil located south of the tank excavation, under the north central portion of the existing commercial building on the Property. The Owner shall not alter, modify, or remove the existing building in any manner that will result in the release of the contaminated soil or create a new exposure pathway without prior written approval from Ecology. This covenant is premised on Ecology not unreasonably withholding its written approval. Any

activity on the Property that results in the release of contaminated soil that is contained below the existing building or creates a new exposure pathway that threatens human health or the environment is prohibited.

Section 3. Any activity on the Property that may interfere with the continued protection of human health and the environment is prohibited.

Section 4. Any activity on the Property that will result in the release of a hazardous substance that remains on the Property as part of the Remedial Action, or creates a new exposure pathway, is prohibited without prior written approval from Ecology. This covenant is premised on Ecology not unreasonably withholding its written approval.

Section 5. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without, as applicable, adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 6. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 7. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 8. The Owner upon reasonable notice from Ecology shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 9. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

The Restrictive Covenant is available as Appendix 6.4.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

The Restrictive Covenant for the Site was recorded and is in place. This Restrictive Covenant prohibits activities that will result in the release of contaminants at the Site without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Restrictive Covenant serves to ensure the long term integrity of the remedy.

Based upon the Site visit conducted on April 28, 2010, the building and asphalt cover (remedy) at the Site continue to eliminate exposure to contaminated soils by ingestion and contact. The asphalt appears in satisfactory condition and no repair, maintenance, or contingency actions have been required. The Site is currently operating as a floral distribution business. A photo log is available as Appendix 6.5.

Soils with TPH and cPAH, and groundwater with TPH and possibly cPAH concentrations higher than MTCA cleanup levels are still present at the Site. However, the remedy, (Site structures and asphalt surface, etc.) prevent human exposure to this contamination by ingestion and direct contact with soils. The Restrictive Covenant for the property will ensure that the soil contamination remaining is contained and controlled for human exposure. The protection of the environment (groundwater) is still unconfirmed.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

The cleanup at the Site was governed by Chapter 173-340 WAC (1996 ed.). WAC 173-340-702(12) (c) [2001 ed.] provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

Although cleanup levels changed for petroleum hydrocarbon compounds as a result of modifications to MTCA in 2001, contamination remains at the Site above the new MTCA Method A and B cleanup levels. Even so, the cleanup action is still protective of human health

and the environment. A table comparing MTCA cleanup levels from 1991 to 2001 is available below.

Analyte	1991 MTCA Method A Soil Cleanup Level (ppm)	2001 MTCA Method A Soil Cleanup Level (ppm)	1991 MTCA Method A Groundwater Cleanup level (ppb)	2001 MTCA Method A Groundwater Cleanup Level (ppb)
Cadmium	2	2	5	5
Lead	250	250	5	15
TPH	NL	NL	1000	NL
TPH-Gas	100	100/30	NL	1000/800
TPH- Diesel	200	2000	NL	500
TPH-Oil	200	2000	NL	500

NL = None listed

3.4 Current and projected Site use

The Site is currently used for commercial and industrial purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below selected Site cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

The following conclusions have been made as a result of this periodic review:

- The cleanup actions completed at the Site appear to be protective of human health, but the environment (groundwater) may not be protected due to some unanswered questions (please see the end of Section 2.3 for a more detailed explanation).
- Soils cleanup levels have not been met at the standard point of compliance for the Site; however, the cleanup action has been determined to comply with cleanup standards since the long-term integrity of the containment system is ensured, and the requirements for containment technologies are being met.
- The Restrictive Covenant for the property is in place and continues to be effective in protecting public health from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, the Department of Ecology has determined that the requirements of the Restrictive Covenant continue to be met. No additional cleanup actions are required by the property owner at this time, but additional information regarding the groundwater could be necessary to maintain or reinstate the NFA status if it is rescinded. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the remedy is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Northwest Construction General Contracting, Inc. *Underground Petroleum Storage Tank Removal, Tank Area Overexcavation of Gasoline Contaminated Soil, and Soil and Groundwater Analytical Results* for the Western Parcel Service Site, 525 South Front Street, Seattle, Washington. April 6, 1999;

ATC Associates, Inc. *Draft Status Report of Closure of Two Western Parcel Express USTs*, 525 South Front Street, Seattle, Washington. June 1, 1999;

ATC Associates, Inc. *Subsuficial Site Investigation*, Former Western Parcel Express, 525 South Front Street, Seattle, Washington. March 10, 2000;

Treadwell and Rollo. *Soil and Groundwater Investigation and Request for Site Closure*, 525 South Front Street, Seattle, Washington. June 2000.

Treadwell and Rollo. *Monitoring Well Installation and Quarterly Groundwater Monitoring Report*, 525 South Front Street, Seattle, Washington. January 2001;

Treadwell and Rollo. *Results of Quarterly Groundwater Sampling Program February 2001*, 525 South Front Street, Seattle, Washington. September 20, 2001;

Treadwell and Rollo. *Results of Quarterly Groundwater Sampling Program June 2001*, 525 South Front Street, Seattle, Washington. September 20, 2001;

Note: additional groundwater monitoring results for December 2001 were submitted but not in report form; separate sheets are included in the VCP folder of Ecology's cleanup file;

2002 Restrictive Covenant;

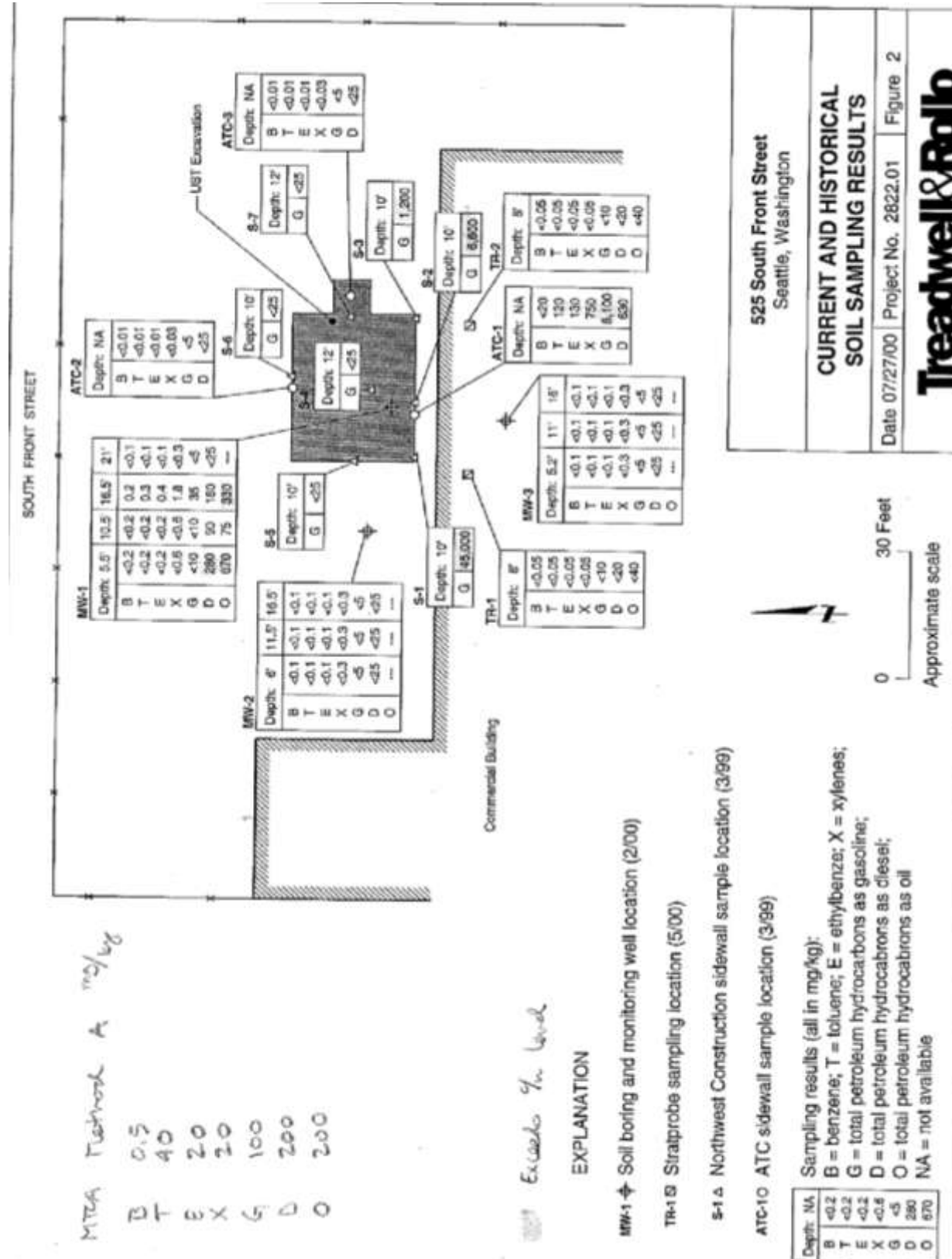
Ecology, 2010 Site Visit.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



6.4 Environmental Covenant

CONFORMED COPY

AFTER RECORDING MAIL TO:
Graham & Dunn
1420 Fifth Avenue, 33rd Floor
Seattle, Washington 98101
Attention: Stephen H. Goodman

20020122002230
GRAHAM & DUNN RCOVE 13.00
PAGE 001 OF 005
01/22/2002 15:26
KING COUNTY, WA

RESTRICTIVE COVENANT

Grantor: BAY WEST SEATTLE, LLC

Grantee: BAY WEST SEATTLE, LLC

Legal Description:

Abbreviated Legal: All Lots 1-6, ptn Lot 7, ptn Lot 30, and All Lots 31-36; Block 6, Joseph R. McLaughlin's Water Front Add. to City of Seattle

Full Legal: See Schedule A attached hereto

Property Tax
Parcel Number: 5367200820

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Bay West Seattle, LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document:

Soil and Groundwater Investigation
And Request for Site Closure
525 South Front Street
Seattle, Washington
Treadwell & Rollo, dated June, 2000

This document is on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbon which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Bay West Seattle, LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington described on Schedule A attached hereto, that is subject to this Restrictive Covenant.

Bay West Seattle, LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken for any use from the Property.

Section 2. A portion of the Property contains petroleum hydrocarbon contaminated soil located south of the tank excavation, under the north central portion of the existing commercial building on the Property. The Owner shall not alter, modify, or remove the existing building in any manner that will result in the release of the contaminated soil or create a new exposure pathway without prior written approval from Ecology. This covenant is premised on Ecology not unreasonably withholding its written approval. Any activity on the Property that results in the release of contaminated soil that is contained below the existing building or creates a new exposure pathway that threatens human health or the environment is prohibited.

Section 3. Any activity on the Property that may interfere with the continued protection of human health and the environment is prohibited.

Section 4. Any activity on the Property that will result in the release of a hazardous substance that remains on the Property as part of the Remedial Action, or creates a new

exposure pathway, is prohibited without prior written approval from Ecology. This covenant is premised on Ecology not unreasonably withholding its written approval.

Section 5. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without, as applicable, adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 6. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 7. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 8. The Owner upon reasonable notice from Ecology shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 9. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Date: 1/7/02

BAY WEST SEATTLE, LLC

By: Thomas M. Gehrig
Thomas M. Gehrig, Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that THOMAS M. GEHRIG is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged as the Vice President of BAY WEST SEATTLE, LLC to be the free and voluntary act of said entity for the uses and purposes mentioned in the instrument.

DATED: 1/17/02



Kristie K Bridgham
(Signature)
Kristie K Bridgham
(Please print name legibly)

NOTARY PUBLIC in and for the State
of Washington, residing at Leuton
My commission expires 9/19/04

**SCHEDULE A
TO
RESTRICTIVE COVENANT**

Legal Description

Lots 1,2,3,4,5,6 and the north 15 feet of Lot 7, Block 6, Joseph R. McLaughlin's water front addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, in King County, Washington;

Together with that portion of the west half of vacated 6th Avenue South and that portion of the east half of vacated alley, adjoining; also

The north 15 feet of Lot 30, and all of Lots 31, 32, 33, 34, 35 and 36 in said Block 6, Joseph R. McLaughlin's water front addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, in King County, Washington;

Together with that portion of the west half of vacated alley adjoining; also

The north 15 feet of Lot 25, and all of Lots 26, 27, 28, 29, 30, 31, Block 7, Joseph R. McLaughlin's water front addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, in King County, Washington;

Together with that portion of the east half of vacated 6th Avenue South adjoining.

6.5 Photo log

Photo 1: Current business in the building - from the north



Photo 2: General location of UST removal on north side of building



Photo 3: A monitoring well on north side of building, showing some damage



Photo 4: Interior of the building – north wall adjacent to UST excavation

